

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

-----X
In re:
CIRCUIT CITY STORES, INC., et al., : Chapter 11
: Case No. 08-35653 (KRH)
Debtors. : (Jointly Administered)
-----X

Court ID (Court use only) _____

PARTIAL NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111 (a).
Transferee hereby gives notice pursuant to Rule 3001 (e)(2), Fed. R. Bankr. P., of the transfer,
other than for security, of the claim referenced in this notice.

CREDIT SUISSE INTERNATIONAL

Name of Transferee

D-LINK SYSTEMS, INC.

Name of Transferor

Name and Address where notices to Transferee
should be sent:

Court Record Address of Transferor (Court
Use Only):

Address: 11 Madison Avenue, 5th Floor
New York, NY 10010
Telephone: (212) 325-2175
Email: Gil.Golan@credit-suisse.com
Facsimile: (212) 743-4953
Attention: Gil Golan

Name and Address where Transferee payments
Should be sent (if different from above):

Name and Current Address of Transferor:

Address: 17595 Mt. Herrmann Street
Fountain Valley, CA 92708
Telephone: (714) 885-6000
Facsimile: 866-743-4586
Attention: Wen Bow

Court Claim # (if known): 7969
Total Claim Amount: \$3,471,725.06
Claim Amount Transferred: \$2,000,000.00
Date Claim Filed: January 29, 2009

Debtor Entity: Circuit City Stores, Inc.

Attached hereto as Exhibit A is a true and correct copy of the Proof of Claims.

Attached hereto as Exhibit B is a true and correct copy of the Evidence of Transfer from Transferor to Transferee.

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: **CREDIT SUISSE INTERNATIONAL** Date: March 31, 2009
Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

-- DEADLINE TO OBJECT TO TRANSFER --

The transferor of claim named above is advised that this Notice of Transfer of Claim Other Than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objections must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: _____

CLERK OF THE COURT

EXHIBIT A

Copies of the Proof of Claims

COPY

B10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA		PROOF OF CLAIM
Name of Debtor: CIRCUIT CITY STORES, INC.		Case Number: 08-35653-KRH
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): D-LINK SYSTEMS, INC.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case. 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(2). Amount entitled to priority: \$ 1,041,711.25 <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
Name and address where notices should be sent: Wen Bow D-Link Systems, Inc. 17595 Mt. Herrmann Street Fountain Valley, CA 92708 Telephone number: (714) 885-6089	With a copy to: Margaret Mann, Esq. Sheppard, Mullin, Richter & Hampton, LLP 501 W. Broadway, 19th Floor San Diego, CA 92101 Telephone number: (619) 338-6500	
Name and address where payment should be sent (if different from above): Telephone number: _____		
1. Amount of Claim as of Date Case Filed: \$ 3,471,725.06 (See attached addendum) If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
Unpaid Invoices for Goods Sold and Unpaid Credit Discrepancies		
2. Basis for Claim: (See attached addendum) (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: 3481 3a. Debtor may have scheduled account as: (See attached addendum) (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See attached addendum)		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)		
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: 01/28/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. D-LINK SYSTEMS, INC. Wen Bow By: Wen Bow, Comptroller	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571		

RECEIVED
FOR COURT USE ONLY

JAN 29 2009

KURTZMAN CARSON CONSULTANTS

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re:)	Chapter 11
)	
Circuit City Stores, Inc., <i>et al.</i>)	Case No. 08-35653-KRH
)	
Debtors.)	(Jointly Administered)
)	

ADDENDUM TO PROOF OF CLAIM

A. CREDITOR INFORMATION

All communications regarding this Proof of Claim filed by D-Link Systems, Inc. ("D-Link") should be addressed to: Wen Bow, D-Link Systems, Inc., 17595 Mt. Herrmann Street, Fountain Valley, California 92708-4160, Telephone: (714) 885-6089; with a copy to Margaret Mann, Esq., Sheppard Mullin Richter & Hampton LLP, 501 West Broadway, 19th Floor, San Diego, California 92101, Telephone: (619) 338-6500.

B. CLAIM INFORMATION

1. Basis for Claim. D-Link holds a pre-petition partially-administrative, partially-unsecured claim against Circuit City Stores, Inc. (the "Debtor") in the aggregate amount of no less than \$3,471,725.06 (the "Claim"), in connection with (i) the provision of certain consumer electronics and related products, pursuant to the terms of the Master Dealer Agreement, dated April 20, 2006, between D-Link, as Vendor, and the Debtor (the "Agreement"), and based on and as evidenced by the invoices attached hereto as Exhibit C (the "Invoices"), which were issued to the Debtor by D-Link, and which remain due, and (ii) the review and verification of certain credits claimed by the Debtor for promotional activities, returned product and/or invoice and shipping discrepancies, as evidenced by the Discrepancy Notices and Forms attached hereto as Exhibit C.

Of the total amount of D-Link's Claim, an aggregate amount of no less than \$1,041,711.25 is entitled to administrative priority. D-Link filed an administrative claim pursuant to section 503(b)(9) of title 11 of the United States Code (the "Bankruptcy Code") in that amount on December 18, 2008 and amended such claim on December 19, 2008 (the "Administrative Claim"). D-Link includes this amount in this Proof of Claim out of an abundance of caution, but reserves all rights to payment of the Administrative Claim. Moreover, of the total amount of D-Link's Claim, an aggregate amount of no less than \$2,702,651.25 is the subject of a Reclamation Demand, pursuant to section 546(c) of the Bankruptcy Code and section 2-702 of the Uniform Commercial Code, served by D-Link on the Debtor on November 24, 2008 (the "Reclamation Demand").

Under the terms of the Agreement and based upon each Invoice, D-Link sells certain consumer electronics and related products to the Debtor, which are then resold by the Debtor to its customers. The Debtor is required to pay D-Link for all goods sold within forty-five (45) days of the provision thereof. As of the date of the filing of Debtor's chapter 11 bankruptcy petition, November 10, 2008 (the "Petition Date"), the aggregate amount of no less than \$3,418,550.00 was due and owing to D-Link for outstanding invoices for goods sold to the Debtor for which payment was not received. A list of the outstanding invoices covered by this Proof of Claim is attached hereto as Exhibit B.

In addition, in the ordinary course of business between the parties, the Debtor received certain credits against the total amount due on account of its promotional activities, returned product and/or invoice and shipping discrepancies (the "Credits"). The Debtor would render payment to D-Link for the goods sold to it by D-Link, less the value of the Credits as calculated by the Debtor. Following payment, the Debtor would provide D-Link with its claim submissions

and proofs of performance, which were then reviewed and verified by D-Link's Claims Department. D-Link would then invoice the Debtor for any discrepancies between the amounts claimed by the Debtor and those verified by D-Link as proper (the "Credit Discrepancies"). Similarly, any amounts the Debtor failed to credit would be applied against Debtor's outstanding accounts receivable account.

As of the Petition Date, an unadjusted aggregate amount of \$1,209,580.69 was due and owing by Debtor to D-Link in outstanding Credit Discrepancies, which were billed to the Debtor and on account of which payment was not received.¹ Since the Petition Date, however, an aggregate amount of \$1,156,405.63 in Credits has been processed. These Credits, although processed post-petition, relate solely to goods sold and delivered pre-petition. Thus, the total adjusted aggregate amount of Credit Discrepancies due and owing as of the date of this Proof of Claim is \$53,175.06. Further adjustments may be required for Credits not claimed by the Debtor as of the date of this Proof of Claim or for those Credits incorrectly claimed against amounts due for goods sold and delivered post-petition. A list of the Credit Discrepancies and Credits covered by this Proof of Claim are attached hereto as Exhibit B.

Accordingly, D-Link now files this partially-administrative, partially-unsecured claim in the aggregate amount of no less than \$3,471,725.06, representing: (i) an administrative claim pursuant to section 503(b)(9) of the Bankruptcy Code for outstanding invoices owed to D-Link for goods sold to the Debtor for which payment was not received in the aggregate amount of no less than \$1,041,711.25, (ii) an unsecured claim for outstanding invoices for goods sold to the Debtor for which payment was not received in the aggregate amount of no less than

¹ As a result, the total unadjusted aggregate amount of D-Link's Claim as of the Petition Date was \$4,628,130.69.

\$2,376,838.75, and (iii) an unsecured claim for the Credit Discrepancies owed to D-Link for which payment was not received in the aggregate amount of no less than \$53,175.06.

2. Classification of Claim. D-Link reserves its right to amend or further supplement this proof of claim in all respects, including but not limited to liquidating any unliquidated amounts, asserting a claim or claims for additional amounts due and/or claims based on alternative theories or liabilities, and any claims for damages arising from events or conduct by the Debtor. D-Link further reserves the right to assert all or part of its claim as administrative claims or other priority claims, and to file additional claim(s) for administrative claims or other priority claims.

Filing of this proof of claim is not: (a) a waiver or release of D-Link's rights against any person, entity or property, including without limitation, any officers, directors or other principals of the Debtor; (b) a consent by D-Link to the jurisdiction of this Court with respect to proceedings, if any, commenced in any case against or otherwise involving D-Link; (c) a waiver or release of D-Link's right to trial by jury in any proceeding as to any and all matters so triable herein, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. Sec. 157(b)(2); (d) a waiver or release of D-Link's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; or (e) an election of remedy.

3. Amount of Claim. D-Link's partially-administrative, partially-unsecured claim in the amount of at least \$3,471,725.06 is based on the Debtor's obligations under the Agreement, based upon the Invoices, and pursuant to the ordinary course of business between the parties.

4. This claim is not subject to any known right of setoff held by the Debtor.

Dated: Mount Herrmann, California
January 28, 2009

D-LINK SYSTEMS, INC.

By: Wen Bow
Name: Wen Bow
Title: Comptroller

EXHIBIT A

MASTER DEALER AGREEMENT

THIS MASTER DEALER AGREEMENT ("Agreement") is made as of the 20th day of April, 2006 (the "Effective Date") by and between Circuit City Stores, Inc., a Virginia corporation with its principal office at 9950 Mayland Drive, Richmond, Virginia 23233-1464, and its affiliates and subsidiaries ("Circuit City") and D-Link Systems, Inc., a California corporation, with its principal office at 17595 Mt Herrmann St, Fountain Valley, CA 927089 ("Vendor"). Circuit City and Vendor shall be sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Circuit City and Vendor desire to enter into this Agreement to set forth certain terms and conditions under which Circuit City will purchase consumer electronics and related products from Vendor for resale by Circuit City to its customers.

Agreement

In consideration of these premises, and the mutual agreements set forth below, the Parties agree as follows:

1. **APPOINTMENT.** Vendor agrees to sell to Circuit City, and Circuit City agrees to purchase from Vendor, certain products (the "Products") that are more particularly described in one or more Product Addenda that may be entered into from time to time by the Parties (each a "Product Addendum"). Each such Product Addendum shall be attached to this Agreement as an exhibit and are incorporated herein by this reference. In the event of a conflict between this Agreement and any Product Addendum, the terms of this Agreement shall control. While the Parties acknowledge that Circuit City intends to sell the Products primarily to consumers through its retail locations and its Internet web site, the Parties agree that Circuit City may sell the Products to any other persons or entities it may desire through any method of sale it may elect.

2. **PRICE AND TERMS OF SALE.** Vendor will sell and Circuit City will purchase Products upon the terms and at the prices specified in the applicable Product Addendum. Any price increase for the Products must be agreed upon by both Vendor and Circuit City prior to implementation of the price adjustment. Circuit City will unilaterally establish its own prices and terms for the resale of the Products to the public, and Vendor will not advise, instruct or in any way interfere with Circuit City's independent establishment of its retail prices. Unless stated otherwise in a Product Addendum, Circuit City will have the right to set off any amounts owed to it by Vendor against any amount owing by it to Vendor. In addition, in the event Vendor is ever in a debit balance with Circuit City, Vendor will remit payment of any such amounts to Circuit City by certified check or wire transfer within thirty (30) days of demand by Circuit City.

3. **ORDERS AND OPERATING PROCEDURES.**

(a) As more particularly set forth in the applicable Product Addendum, Circuit City may order certain Products for delivery by Vendor to Circuit City's domestic location as directed by Circuit City (a "Domestic Order"), or alternatively Circuit City may accept delivery of certain Products direct from Vendor's factory outside of the United States for import by Circuit City (a "Direct Import Order"). For Direct Import Orders, Vendor agrees to comply with the requirements contained in Circuit City's **Direct Import Vendor Guide** (the "DIVG"). Vendor acknowledges that Circuit City may amend the DIVG in its sole discretion from time to time. In the event of a conflict between the DIVG and this Agreement or a Product Addendum, this Agreement and the Product Addendum shall control. Vendor will be provided at least thirty (30) days notice of any amendments, and will be deemed to have accepted the amendments unless it objects to the same in writing prior to their effective date. In the event Vendor objects in writing to an

amendment, the Parties agree to negotiate in good faith with regard to the objection. During the pendency of such negotiations, unless the Parties otherwise agree in writing, the terms of such amendment shall be in force, provided that unless otherwise agreed to in writing by Vendor, Circuit City shall be responsible for any and all increased costs associated with or related to such amendment. Any agreement reached by the Parties resolving the objection will be set forth in a writing signed by the Parties. In the event the Parties are unable to reach agreement with regard to the objection, Vendor's sole recourse will be to terminate this Agreement in accordance with Section 8 below

(b) Circuit City will order Products by submitting its purchase order ("Purchase Order") to Vendor via Electronic Data Interchange ("EDI"). A copy of the Purchase Order is contained in the DIVG. In the event of a conflict between the Purchase Order and this Agreement or a Product Addendum, this Agreement and the Product Addendum will control. Circuit City may amend the form of Purchase Order in its sole discretion from time to time. Vendor will be provided at least sixty (60) days notice of any amendments, and will be deemed to have accepted the amendments unless it objects to the same in writing prior to their effective date. In the event Vendor objects in writing to any amendment, the Parties agree to negotiate in good faith with regard to the objection. During the pendency of such negotiations, unless the Parties otherwise agree in writing, the terms of such amendment shall not be in force. Any agreement reached by the Parties resolving the objection will be set forth in a writing signed by the Parties, which will be deemed to be an amendment to this Agreement.

(c) Upon acceptance of a Purchase Order all terms and conditions contained in the Purchase Order (including, but not limited to, any terms accompanying the Purchase Order or appearing on the reverse side of the Purchase Order form) are specifically included in and made a part of this Agreement, notwithstanding the fact that such terms and conditions may not be transmitted or included with a Purchase Order. Any terms proposed or submitted by Vendor at any time, including but not limited to, any provisions or terms contained in Vendor's franchise agreement(s), invoices, billing statements, documents used in the ordinary course of filling, accepting or acknowledging orders, or other similar documents, will be of no force or effect. Vendor will fill each order in accordance with the accepted Purchase Order. In addition to any other remedies Circuit City may have, Circuit City may, at its option, cancel any Purchase Order without further obligation or liability, and may refuse and/or return the Products to Vendor at Vendor's expense if the terms and conditions set forth in any Purchase Order or in this Agreement are not met by Vendor.

4. **COMPLIANCE WITH LAWS.** Vendor represents and warrants that it shall comply with all applicable national, state and local laws and regulations of all applicable countries and jurisdictions in performing its obligations hereunder including without limitation each Product Addendum. Vendor further represents and warrants that the Products will have been designed, manufactured, sold, and delivered hereunder in strict accordance with all applicable laws, regulations and codes to which the Products are subject, and that such Products will comply with and are manufactured in accordance with the provisions of all United States federal and state laws, rules and regulations, including without limitation environmental laws and regulatory agency requirements. If Vendor discovers a breach of any of the representations and warranties in this Section 4, it shall immediately notify Circuit City of such breach in writing, explaining the circumstances constituting the breach and identifying the Product(s) involved.

5. **INDEMNIFICATION.**

(a) Vendor agrees to defend (through counsel reasonably satisfactory to Circuit City), indemnify and hold harmless Circuit City and its affiliates, and their respective directors, officers, employees, successors and assigns from and against any and all actions, judgments, claims, losses, damages, expenses or costs (including attorneys' fees and costs and expenses of defense) and liabilities which arise out of, (i) the sale, resale and/or use or failure of the Products, including, without limitation, liability based upon death or injury to any person (including Circuit

City employees) or damage to property resulting or arising from or alleged to result or arise from or out of the sale, resale, use and/or failure of the Products, except to the extent resulting or arising from Circuit City's negligent or improper alteration, repair or installation of the Products; (ii) Vendor's actual or alleged breach of this Agreement, including, but not limited to breach of any warranty set forth in any Product Addendum; (iii) Vendor's actual or alleged violation of any of the laws of any governmental entity with respect to the Products; (iv) any representations made by Vendor to Circuit City which Circuit City uses or incorporates into its advertising in its unmodified form or as approved in advance by Vendor; or (v) any representations made by Vendor to Circuit City upon which Circuit City relies when selling the Products under this Agreement.

(b) Further, Vendor specifically agrees to defend, indemnify and hold harmless Circuit City and its affiliates their respective directors, officers, employees and from and against any and all actions, judgments, claims, losses, damages, liabilities, expenses and costs (including attorneys' fees and expenses of defense) that Circuit City may incur or be liable for as a result or arising out any actual or alleged infringement, misappropriation or other violation by Vendor of any patent, copyright, trademark, trade secret or other proprietary or intellectual property rights of any third party, including without limitation Vendor's (i) failure to obtain, as required, licenses from the holder(s) of patents or other intellectual property rights on technologies related to the Products; (ii) failure to pay royalties owed under such licenses; (iii) falsification of royalty and/or other records related to such licenses; and (iv) any other failure by Vendor to comply with the terms of such required licenses. The foregoing indemnification shall include the costs and expenses incurred by Circuit City in the liquidation of any infringing inventory in the event of any claim arising hereunder.

(c) In addition to Vendor's indemnification obligations in subsection (b) above, if the use of any Product is permanently enjoined, or Vendor determines at its sole discretion that it may be enjoined, Vendor may, at its sole discretion and at its own expense, procure for Circuit City the right to continue using said Product, replace same with a non-infringing product, modify it so that it becomes non-infringing, or if Vendor is unable to reasonably do any of the above and if Circuit City is enjoined from distributing the Product, Vendor will accept its return and credit Circuit City the sum paid to Vendor by Circuit City for the infringing Product.

(d) Circuit City shall promptly notify Vendor of such actions, judgments, claims, losses, damages, liabilities, expenses and costs (including attorneys' fees and expenses of defense), provide Vendor with all relevant evidence in Circuit City's possession and control, and provide Vendor with reasonable assistance in, and sole control of, the defense thereof and all negotiations for its settlement or compromise, at Vendor's expense; provided, however, that in the event Circuit City remains a named party, Vendor shall be required to obtain Circuit City's advance consent to a settlement or compromise, which consent shall not be unreasonably withheld or delayed.

6. **INSURANCE.** During the term of this Agreement, Vendor will maintain a policy of commercial general liability insurance, including products – completed operations coverage, with an insurance carrier authorized to do business in the United States and having a rating of "A", "A-", or better by A.M. Best Company and a Financial Size Category rating of at least Class VIII, with limits of no less than \$2,000,000 per occurrence and \$10,000,000 aggregate. Products – completed operations coverage will be maintained for the time period covered by this Agreement and for at least five (5) years after the Products to be delivered under this Agreement have been delivered to Circuit City. Such policies will name "Circuit City Stores, Inc." as an additional insured. All certificates will provide for at least thirty (30) days written notice prior to cancellation of any insurance referred to under this Agreement. A certificate of insurance meeting this above requirements will be delivered to Circuit City (i) prior to the initial delivery of the Products; (ii) upon renewal of the insurance policy and annually thereafter, and (iii) upon reasonable request.

7. **LIMITATION OF LIABILITY.** EXCEPT FOR EITHER PARTY'S BREACH OF ITS OBLIGATIONS OF INDEMNIFICATION UNDER SECTION 5 ABOVE, OR EITHER PARTY'S

BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 9 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS OR REVENUE OR FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY PERFORMANCE, NON-PERFORMANCE, BREACH OR TERMINATION OF THIS AGREEMENT.

8. TERM AND TERMINATION.

(a) The term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year. The term will automatically renew for additional one-year terms unless either Party terminates this Agreement by giving the other Party at least sixty (60) days' written notice prior to the end of the initial or any renewal term.

(b) Notwithstanding the foregoing, this Agreement may be terminated with or without cause by either Party without liability or obligation upon not less than sixty (60) days written notice to the other Party.

(c) In addition, either Party may terminate this Agreement immediately without liability or obligation upon written notice to the other Party if the other Party (i) breaches any term of this Agreement and fails to cure such breach within ten (10) business days of such notice, (ii) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of creditors or ceases normal business operations, or (iii) assigns or attempts to assign this Agreement or any of the rights and obligations hereunder without first obtaining consent as required herein.

(d) The foregoing termination rights will be in addition to and will not be construed to limit or restrict any other rights either Party may have with regard to cancellation, termination, refusal, return or rejection of any order of Products, whether at law, in equity, or pursuant to this Agreement including without limitation any Product Addendum.

9. CONFIDENTIALITY. The terms and provisions of the Mutual Confidentiality Agreement between the parties, effective April 21, 2006, are hereby incorporated as though set forth fully herein and shall govern the duties and obligations of the parties regarding Confidential Information disclosed under this Agreement. Such Mutual Confidentiality Agreement shall survive the termination or expiration of this Agreement.

10. RELATIONSHIP OF THE PARTIES. The relationship between Circuit City and Vendor is that of independent contractors and neither has any express or implied authority to create or assume any obligation on behalf of the other. Nothing in this Agreement will be construed as creating any other relationship (including, but not limited to, principal and agent, master and servant, employer and employee, franchisor and franchisee or joint venturer) whatsoever between the Parties.

11. NOTICES. Any notice required or permitted under this Agreement and not otherwise addressed pursuant to specific instructions relating to contact information will be in writing and will be sent to the address given below of the Party to be notified, unless such Party has previously notified the other of a change of address, in which case notice will be sent to such changed address. If to Circuit City, the notice shall be sent to Circuit City Stores, Inc., 9950 Mayland Drive, Richmond, VA 23233-1464, Attention Sourcing Services, Merchant Support, with a copy to Circuit City Stores, Inc., 9950 Mayland Drive, Richmond VA 23233-1464, Attention: Legal Department, Assistant General Counsel - Commercial. If to Vendor, the notice shall be sent to: D-Link Systems, Inc, 17595 Mount Hermann Street, Fountain Valley, CA 92708, ATTENTION: Legal Department. Any notice will be sent by prepaid registered or certified United States mail, return receipt requested, or via any national overnight mail service, and will be deemed to have been duly given or rendered five (5) days after mailing, or upon receipt, whichever is earlier.

12. FORCE MAJEURE. Neither Party will be liable to the other Party for failure or delay in

performance under this Agreement due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses, or allocations, and any other causes which are not within such Party's reasonable control, whether or not of the kind specifically enumerated above.

13. **MISCELLANEOUS.** Neither Party may assign this Agreement, or any of its rights or duties under this Agreement, without the prior written consent of the other Party. This Agreement will be governed by the laws of the Commonwealth of Virginia (other than its conflicts of laws provisions). Neither Party will be deemed to have waived any right, power, privilege or remedy unless the waiver is in writing and duly executed by it. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the provision will be deemed to be severed, and the remaining provisions of this Agreement will remain in full force and effect. The headings in this Agreement are for convenience of reference only and will not affect its interpretation or construction. The terms of Sections 4, 5, 6, 7, 9 and 13 shall survive the termination of this Agreement. This Agreement, including any exhibits, schedules, attachments or documents incorporated under this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior agreements between the Parties with respect to such subject matter. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument. Facsimile signatures shall be binding upon receipt, and the Parties agree to exchange original signature pages as soon as reasonably possible after facsimile transmission.

IN WITNESS WHEREOF, the Parties have caused this Master Dealer Agreement to be executed as of the date and year first above written.

CIRCUIT CITY STORES, INC.

By:

Name:

Title:

Date:

8/18
8/2/06

D-LINK SYSTEMS, INC.:

By:

Name:

Title:

Date:

Keith A. Karsen
Executive Vice President

6-13-06

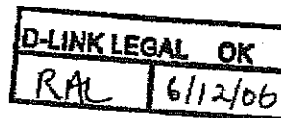


EXHIBIT B



MASTER SPREADSHEET

23481 CIRCUIT CITY STATEMENT OF ACCOUNT 1/28/09

Doc Type*	D-Link Reference #	Circuit City Reference #	Gross Amount	Open Amount	D-Link Processed Date	Due Date
R5	96789	AV70430	\$ 256,873.44	\$ 38,364.59	9/27/2007	9/27/2007
R5	99146	AV073041	\$ 79,591.00	\$ 160.00	12/26/2007	12/26/2007
R5	101419	AV074834V	\$ 231,103.09	\$ 1,068.41	2/21/2008	2/21/2008
R5	101425	4644476	\$ 17,112.00	\$ 84.00	2/21/2008	2/21/2008
R5	101429	25682018	\$ 7,180.50	\$ 84.00	2/21/2008	2/21/2008
R5	101436	75693314	\$ 21,350.25	\$ 84.00	2/21/2008	2/21/2008
R5	101464	AV075092	\$ 64,324.50	\$ 3,774.00	2/25/2008	2/25/2008
R5	101465	4645075	\$ 13,900.25	\$ 91.00	2/25/2008	2/25/2008
R5	101469	35538938	\$ 2,136.00	\$ 42.00	2/25/2008	2/25/2008
R5	101576	AV075090	\$ 19,086.00	\$ 8,312.34	3/4/2008	3/4/2008
R5	101579	AV075552	\$ 32,388.00	\$ 876.00	3/4/2008	3/4/2008
R5	101585	VPOCT2007	\$ 4,622.10	\$ 4,622.10	3/4/2008	3/4/2008
R5	101586	413692 RI/CP	\$ 3,062.50	\$ 3,062.50	3/4/2008	3/4/2008
R5	101587	413692 RI/99	\$ 6,736.25	\$ 6,736.25	3/4/2008	3/4/2008
R5	101596	56498238	\$ 5,690.00	\$ 49.00	3/4/2008	3/4/2008
R5	101693	56498584	\$ 5,722.75	\$ 49.00	3/10/2008	3/10/2008
R5	101761	75694377	\$ 6,995.50	\$ 98.00	3/17/2008	3/17/2008
R5	102329	AV076329	\$ 25,461.00	\$ 187.00	4/7/2008	4/7/2008
R5	102332	AV076488	\$ 8,060.00	\$ 8,060.00	4/7/2008	4/7/2008
R5	102338	35540426	\$ 3,913.25	\$ 82.50	4/7/2008	4/7/2008
R5	102653	4646305	\$ 15,958.75	\$ 42.00	4/14/2008	4/14/2008
R5	102655	34510759	\$ 10,313.00	\$ 63.00	4/14/2008	4/14/2008
R5	102718	56499254	\$ 7,498.00	\$ 70.00	4/21/2008	4/21/2008
R5	103251	25686369	\$ 9,025.50	\$ 35.00	5/12/2008	5/12/2008
R5	103254	34510972	\$ 11,388.75	\$ 56.00	5/12/2008	5/12/2008
R5	103261	AV077047	\$ 19,730.00	\$ 5,000.00	5/12/2008	5/12/2008
R5	103266	AV077053	\$ 18,378.00	\$ 135.00	5/12/2008	5/12/2008
R5	103268	AV077055	\$ 4,750.20	\$ 950.04	5/12/2008	5/12/2008
R5	103269	AV077439	\$ 30,032.00	\$ 252.00	5/12/2008	5/12/2008
R5	103271	MPA085053	\$ 1,996.54	\$ 1,996.54	5/12/2008	5/12/2008
R5	103273	VPJAN2008X	\$ 9,517.62	\$ 9,517.62	5/12/2008	5/12/2008
R5	103503	56499628	\$ 6,520.50	\$ 50.50	5/19/2008	5/19/2008
R5	103504	75695848	\$ 11,343.50	\$ 184.75	5/19/2008	5/19/2008
R5	104689	AV078508	\$ 15,512.00	\$ 15,512.00	6/23/2008	6/23/2008
R5	104694	AV078829	\$ 17,870.58	\$ 17,870.58	6/23/2008	6/23/2008
R5	104695	AV078830	\$ 16,363.62	\$ 16,363.62	6/23/2008	6/23/2008
R5	104696	AV078831	\$ 12,181.26	\$ 12,181.26	6/23/2008	6/23/2008
R5	104701	MPA085054	\$ 1,608.00	\$ 540.00	6/23/2008	6/23/2008
R5	104703	VPFEB2008	\$ 100.00	\$ 100.00	6/23/2008	6/23/2008
R5	104704	VPIMOCT2007CKR	\$ 138.00	\$ 138.00	6/23/2008	6/23/2008
R5	104715	AV078315	\$ 25,231.00	\$ 391.00	6/23/2008	6/23/2008
R5	104952	34511921	\$ 5,110.50	\$ 70.00	6/26/2008	6/26/2008
R5	105016	4648016	\$ 17,638.50	\$ 105.00	6/30/2008	6/30/2008
R5	105017	25689227	\$ 5,039.25	\$ 49.00	6/30/2008	6/30/2008
R5	105059	75696761	\$ 17,939.75	\$ 63.00	7/2/2008	7/2/2008
R5	105255	34512244	\$ 8,501.50	\$ 56.00	7/7/2008	7/7/2008
R5	105474	25689611	\$ 8,155.00	\$ 49.00	7/10/2008	7/10/2008
R5	105571	75697089	\$ 12,030.25	\$ 42.50	7/22/2008	7/22/2008
R5	105603	35542279	\$ 16,664.50	\$ 35.00	7/25/2008	7/25/2008
R5	105732	AV079818	\$ 19,672.00	\$ 165.00	7/31/2008	7/31/2008
R5	105735	AV079865	\$ 22,475.00	\$ 375.00	7/31/2008	7/31/2008



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R5	105736	VPAR2008	\$ 100.00	\$ 89.00	7/31/2008	7/31/2008
R5	105737	4648472	\$ 13,880.50	\$ 91.00	7/31/2008	7/31/2008
R5	105738	4648504	\$ 14,124.50	\$ 183.50	7/31/2008	7/31/2008
R5	105739	25690413	\$ 7,999.75	\$ 70.00	7/31/2008	7/31/2008
R5	105740	25690513	\$ 6,149.25	\$ 98.00	7/31/2008	7/31/2008
R5	105742	34512438	\$ 6,640.75	\$ 63.00	7/31/2008	7/31/2008
R5	105745	75697206	\$ 11,766.50	\$ 28.00	7/31/2008	7/31/2008
R5	105971	34512625	\$ 4,554.00	\$ 35.00	8/4/2008	8/4/2008
R5	106514	25691304	\$ 7,702.75	\$ 154.00	8/11/2008	8/11/2008
R5	106515	35542958	\$ 5,216.25	\$ 56.00	8/11/2008	8/11/2008
R5	106518	AV080109	\$ 32,763.00	\$ 32,763.00	8/11/2008	8/11/2008
R5	106828	AV080366	\$ 28,498.00	\$ 278.00	8/20/2008	8/20/2008
R5	106831	AV080491	\$ 366,813.72	\$ 35,932.26	8/20/2008	8/20/2008
R5	106833	25692083	\$ 3,599.75	\$ 21.00	8/20/2008	8/20/2008
R5	106835	75697541	\$ 7,565.00	\$ 56.00	8/20/2008	8/20/2008
R5	107327	4649594	\$ 11,756.00	\$ 30.75	9/5/2008	9/5/2008
R5	107329	25692431	\$ 5,188.75	\$ 49.00	9/5/2008	9/5/2008
R5	107332	56401364	\$ 11,039.00	\$ 49.00	9/5/2008	9/5/2008
R5	107339	AV081137	\$ 42,789.25	\$ 413.00	9/5/2008	9/5/2008
R5	107341	AV081313	\$ 92,050.00	\$ 691.00	9/5/2008	9/5/2008
R5	107524	34513446	\$ 11,797.75	\$ 84.00	9/16/2008	9/16/2008
R5	107525	35543775	\$ 21,182.00	\$ 91.00	9/16/2008	9/16/2008
R5	107829	4650124	\$ 14,916.25	\$ 161.00	9/19/2008	9/19/2008
R5	107830	4650221	\$ 14,900.33	\$ 248.08	9/19/2008	9/19/2008
R5	107831	25693261	\$ 16,091.00	\$ 56.00	9/19/2008	9/19/2008
R5	107832	25693282	\$ 4,438.50	\$ 35.00	9/19/2008	9/19/2008
R5	107833	25693386	\$ 5,785.75	\$ 42.00	9/19/2008	9/19/2008
R5	108198	AV081925	\$ 14,032.20	\$ 14,032.20	9/30/2008	9/30/2008
R5	108209	34513596	\$ 14,123.50	\$ 119.00	9/30/2008	9/30/2008
R5	108210	AV081924	\$ 12,345.06	\$ 12,345.06	9/30/2008	9/30/2008
R5	108303	4650348	\$ 18,983.50	\$ 42.00	10/6/2008	10/6/2008
R5	108305	25693640	\$ 17,160.00	\$ 259.00	10/6/2008	10/6/2008
R5	108309	35543971	\$ 7,015.50	\$ 84.00	10/6/2008	10/6/2008
R5	108313	75698932	\$ 22,149.25	\$ 105.00	10/6/2008	10/6/2008
R5	108686	AV082417V	\$ 272,143.90	\$ 8,903.06	10/13/2008	10/13/2008
R5	108687	VPJUL2008	\$ 9,135.12	\$ 9,135.12	10/13/2008	10/13/2008
R5	108689	25694295	\$ 8,552.00	\$ 42.00	10/13/2008	10/13/2008
R5	108695	AV082486	\$ 1,910.00	\$ 1,910.00	10/14/2008	10/14/2008
R5	108696	AV082487	\$ 30,013.62	\$ 1,272.18	10/14/2008	10/14/2008
R5	108948	AV082548	\$ 22,206.00	\$ 187.00	10/21/2008	10/21/2008
R5	108949	4650734	\$ 6,622.50	\$ 80.50	10/21/2008	10/21/2008
R5	108950	25694584	\$ 6,369.00	\$ 245.00	10/21/2008	10/21/2008
R5	108951	25694759	\$ 2,999.75	\$ 42.00	10/21/2008	10/21/2008
R5	109014	25694915	\$ 4,554.75	\$ 38.50	10/24/2008	10/24/2008
R5	109015	25695013	\$ 4,984.50	\$ 35.00	10/24/2008	10/24/2008
R5	109016	25695070	\$ 4,837.25	\$ 112.00	10/24/2008	10/24/2008
R5	109381	AV083068	\$ 23,985.00	\$ 180.00	10/31/2008	10/31/2008
RB	393711	AV066661	\$ 23,842.00	\$ 672.00	7/18/2007	7/18/2007
RB	408480	AV071353	\$ 83,504.33	\$ 7,346.49	11/9/2007	11/9/2007
RB	410918	AV071935	\$ 28,902.00	\$ 390.00	12/4/2007	12/4/2007
RB	413143	AV068665	\$ 39,174.00	\$ 7,312.00	12/26/2007	12/26/2007



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RB	414466	AV0638359	\$ 34,321.56	\$ 5,918.64	1/8/2008	1/8/2008
RB	415762	4636580	\$ 571.11	\$ 466.11	1/22/2008	1/22/2008
RB	419490	25669757	\$ 182.00	\$ 133.00	2/21/2008	2/21/2008
RB	419491	4637132	\$ 152.00	\$ 61.00	2/21/2008	2/21/2008
RB	419492	4637311	\$ 138.00	\$ 103.00	2/21/2008	2/21/2008
RB	419493	25669182	\$ 267.48	\$ 204.48	2/21/2008	2/21/2008
RB	419494	34504150	\$ 113.48	\$ 43.48	2/21/2008	2/21/2008
RB	419496	75686347	\$ 121.96	\$ 100.96	2/21/2008	2/21/2008
RB	419498	25680522	\$ 133.00	\$ 98.00	2/21/2008	2/21/2008
RB	419499	25681064	\$ 91.00	\$ 91.00	2/21/2008	2/21/2008
RB	420773	AV073544	\$ 20,220.00	\$ 2,544.00	2/29/2008	2/29/2008
RB	421111	25673231	\$ 217.00	\$ 105.00	3/4/2008	3/4/2008
RB	421116	75687547	\$ 182.00	\$ 140.00	3/4/2008	3/4/2008
RB	421118	2008-01161621129988A-001	\$ 110.00	\$ 110.00	3/4/2008	3/4/2008
RB	421119	2008-01161451522675-001	\$ 68.00	\$ 68.00	3/4/2008	3/4/2008
RB	421259	4642425	\$ 147.00	\$ 112.00	3/6/2008	3/6/2008
RB	421940	AV075554	\$ 18,555.00	\$ 1,350.00	3/12/2008	3/12/2008
RB	422135	AV075555	\$ 34,383.00	\$ 534.00	3/13/2008	3/13/2008
RB	424754	AV074138	\$ 40,868.10	\$ 256.62	4/1/2008	4/1/2008
RB	424755	AV074139	\$ 39,273.78	\$ 76.44	4/1/2008	4/1/2008
RB	425266	388490 RI/P1	\$ 294.00	\$ 294.00	4/7/2008	4/7/2008
RB	425270	4643824	\$ 217.00	\$ 161.00	4/7/2008	4/7/2008
RB	425272	75692219	\$ 567.00	\$ 119.00	4/7/2008	4/7/2008
RB	433118	AV077591	\$ 9,095.00	\$ 85.00	6/17/2008	6/17/2008
RB	433176	AV077048	\$ 25,216.00	\$ 382.00	6/18/2008	6/18/2008
RB	433177	AV077057	\$ 17,153.00	\$ 48.00	6/18/2008	6/18/2008
RB	433178	AV077785	\$ 11,330.00	\$ 220.00	6/18/2008	6/18/2008
RB	434217	25688407	\$ 35.00	\$ 35.00	6/23/2008	6/23/2008
RB	434218	75696082	\$ 126.00	\$ 126.00	6/23/2008	6/23/2008
RB	435302	AV078209	\$ 86.00	\$ 86.00	7/2/2008	7/2/2008
RB	435725	AV077056	\$ 162,560.58	\$ 18,383.82	7/10/2008	7/10/2008
RB	436241	AV078111	\$ 28,584.00	\$ 1,382.00	7/15/2008	7/15/2008
RB	436242	AV078233	\$ 31,716.00	\$ 960.00	7/15/2008	7/15/2008
RB	436663	VPSEP2007	\$ 1,715.10	\$ 1,715.10	7/17/2008	7/17/2008
RB	442897	AV078234	\$ 43,470.00	\$ 1,004.00	9/5/2008	9/5/2008
RB	442898	AV078041	\$ 16,688.00	\$ 265.00	9/5/2008	9/5/2008
RB	442899	35540259	\$ 154.00	\$ 56.00	9/5/2008	9/5/2008
RB	442900	25691805	\$ 76.02	\$ 76.02	9/5/2008	9/5/2008
RB	442901	75697611	\$ 53.50	\$ 53.50	9/5/2008	9/5/2008
RB	442902	AV079214	\$ 26,175.24	\$ 862.68	9/5/2008	9/5/2008
RB	443049	AV078835	\$ 6,190.00	\$ 240.00	9/8/2008	9/8/2008
RB	443050	AV078832	\$ 34,525.50	\$ 569.25	9/8/2008	9/8/2008
RB	446226	AV081731	\$ 343,328.54	\$ 12,294.65	10/2/2008	10/2/2008
RB	447574	AV081958	\$ 2,118.75	\$ 127.50	10/16/2008	10/16/2008
RB	447575	AV081961	\$ 33,715.50	\$ 33,715.50	10/16/2008	10/16/2008
RB	447911	AV081935	\$ 33,426.12	\$ 33,426.12	10/20/2008	10/20/2008
RB	449834	AV078502	\$ 12,694.00	\$ 132.00	11/6/2008	11/6/2008
RB	450271	AV082825	\$ 38,967.00	\$ 502.00	11/11/2008	11/11/2008
RB	450664	56401591	\$ 991.50	\$ 163.00	11/13/2008	11/13/2008
RI	443066	2134552	\$ 57,112.50	\$ 57,112.50	9/8/2008	10/23/2008
RI	443067	2134555	\$ 15,227.50	\$ 15,227.50	9/8/2008	10/23/2008



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RI	443068	2134557	\$ 86,040.00	\$ 86,040.00	9/8/2008	10/23/2008
RI	443069	2134556	\$ 37,053.75	\$ 37,053.75	9/8/2008	10/23/2008
RI	443349	2134553	\$ 41,467.50	\$ 41,467.50	9/11/2008	10/26/2008
RI	443350	2134554	\$ 17,786.25	\$ 17,786.25	9/11/2008	10/26/2008
RI	443697	2148527	\$ 65,498.75	\$ 65,043.75	9/15/2008	10/30/2008
RI	443698	2148524	\$ 153,102.50	\$ 153,102.50	9/15/2008	10/30/2008
RI	443699	2148528	\$ 69,952.50	\$ 69,952.50	9/15/2008	10/30/2008
RI	443773	2148529	\$ 59,773.75	\$ 59,773.75	9/16/2008	10/31/2008
RI	444214	2148525	\$ 34,687.50	\$ 34,687.50	9/18/2008	11/2/2008
RI	444215	2148526	\$ 78,196.25	\$ 78,196.25	9/18/2008	11/2/2008
RI	444517	2153172	\$ 53,868.75	\$ 53,868.75	9/22/2008	11/6/2008
RI	444518	2153173	\$ 114,183.75	\$ 114,183.75	9/22/2008	11/6/2008
RI	444519	2153174	\$ 107,091.25	\$ 106,391.25	9/22/2008	11/6/2008
RI	444961	2153169	\$ 155,550.00	\$ 155,550.00	9/24/2008	11/8/2008
RI	445061	2156389	\$ 1,400.00	\$ 1,400.00	9/24/2008	11/8/2008
RI	445271	2153170	\$ 74,486.25	\$ 74,486.25	9/25/2008	11/9/2008
RI	445272	2153171	\$ 68,642.50	\$ 68,642.50	9/25/2008	11/9/2008
RI	445942	2154943	\$ 4,760.00	\$ 4,760.00	9/30/2008	11/14/2008
RI	445994	2159764	\$ 53,851.25	\$ 53,851.25	9/30/2008	11/14/2008
RI	445995	2159761	\$ 113,571.25	\$ 113,571.25	9/30/2008	11/14/2008
RI	445996	2159765	\$ 73,815.00	\$ 73,815.00	9/30/2008	11/14/2008
RI	445997	2159766	\$ 47,582.50	\$ 47,372.50	9/30/2008	11/14/2008
RI	446180	2159762	\$ 18,816.25	\$ 18,816.25	10/1/2008	11/15/2008
RI	446181	2159763	\$ 35,945.00	\$ 35,945.00	10/1/2008	11/15/2008
RI	446429	2166755	\$ 200,812.50	\$ 187,950.00	10/6/2008	11/20/2008
RI	446430	2166760	\$ 57,430.00	\$ 53,860.00	10/6/2008	11/20/2008
RI	446431	2166759	\$ 168,213.75	\$ 168,213.75	10/6/2008	11/20/2008
RI	446432	2166758	\$ 80,756.25	\$ 75,226.25	10/6/2008	11/20/2008
RI	447011	2166756	\$ 21,030.00	\$ 19,805.00	10/10/2008	11/24/2008
RI	447012	2166757	\$ 76,500.00	\$ 76,500.00	10/10/2008	11/24/2008
RI	447239	2170213	\$ 43,193.75	\$ 43,193.75	10/14/2008	11/28/2008
RI	447240	2170217	\$ 29,253.75	\$ 29,253.75	10/14/2008	11/28/2008
RI	447241	2170216	\$ 28,143.75	\$ 27,863.75	10/14/2008	11/28/2008
RI	447242	2170218	\$ 100,640.00	\$ 100,640.00	10/14/2008	11/28/2008
RI	447430	2169033	\$ 3,850.00	\$ 3,850.00	10/15/2008	11/29/2008
RI	447431	2170214	\$ 49,173.75	\$ 49,173.75	10/15/2008	11/29/2008
RI	447432	2170215	\$ 19,032.50	\$ 19,032.50	10/15/2008	11/29/2008
RI	447972	2173739	\$ 177,718.75	\$ 177,718.75	10/21/2008	12/5/2008
RI	447973	2173742	\$ 47,706.25	\$ 47,706.25	10/21/2008	12/5/2008
RI	447974	2173743	\$ 85,675.00	\$ 85,675.00	10/21/2008	12/5/2008
RI	447975	2173744	\$ 45,082.50	\$ 45,082.50	10/21/2008	12/5/2008
RI	448105	2173740	\$ 31,288.75	\$ 31,288.75	10/23/2008	12/7/2008
RI	448106	2173741	\$ 50,393.75	\$ 50,393.75	10/23/2008	12/7/2008
RI	448667	2180355	\$ 39,818.75	\$ 39,818.75	10/28/2008	12/12/2008
RI	448668	2180357	\$ 55,418.75	\$ 55,418.75	10/28/2008	12/12/2008
RI	448894	2180352	\$ 129,257.50	\$ 129,257.50	10/29/2008	12/13/2008
RI	448895	2180356	\$ 97,261.25	\$ 97,261.25	10/29/2008	12/13/2008
RI	449092	2180353	\$ 44,515.00	\$ 44,515.00	10/30/2008	12/14/2008
RI	449093	2180354	\$ 54,956.25	\$ 54,956.25	10/30/2008	12/14/2008
RI	449437	2182044	\$ 7,122.50	\$ 7,122.50	10/31/2008	12/15/2008
RI	449438	2182043	\$ 10,780.00	\$ 10,780.00	10/31/2008	12/15/2008



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RI	449439	2182045	\$ 3,850.00	\$ 3,850.00	10/31/2008	12/15/2008
RI	449440	2182046	\$ 6,737.50	\$ 6,737.50	10/31/2008	12/15/2008
RI	449441	2182047	\$ 7,122.50	\$ 7,122.50	10/31/2008	12/15/2008
RI	449442	2182048	\$ 6,352.50	\$ 6,352.50	10/31/2008	12/15/2008
RM	417215	34508317	\$ (6,314.00)	\$ (161.00)	1/31/2008	1/31/2008
RM	418037	34508883	\$ (5,048.50)	\$ (245.00)	2/8/2008	2/8/2008
RM	418469	56497693	\$ (6,986.00)	\$ (77.00)	2/14/2008	2/14/2008
RM	419666	4644194	\$ (17,214.25)	\$ (49.00)	2/22/2008	2/22/2008
RM	419668	34509523	\$ (6,456.00)	\$ (56.00)	2/22/2008	2/22/2008
RM	421742	56497943	\$ (12,791.75)	\$ (28.00)	3/11/2008	3/11/2008
RM	422565	4645437	\$ (4,555.25)	\$ (287.00)	3/14/2008	3/14/2008
RM	422813	75693586	\$ (11,897.00)	\$ (42.00)	3/17/2008	3/17/2008
RM	425121	25684676	\$ (10,268.00)	\$ (42.00)	4/3/2008	4/3/2008
RM	425122	25684757	\$ (6,120.00)	\$ (56.00)	4/3/2008	4/3/2008
RM	426076	75694982	\$ (8,658.25)	\$ (21.00)	4/11/2008	4/11/2008
RM	426077	25685053	\$ (17,441.25)	\$ (68.00)	4/11/2008	4/11/2008
RM	426282	25685173	\$ (6,595.50)	\$ (74.25)	4/15/2008	4/15/2008
RM	427928	75695187	\$ (37.50)	\$ (37.50)	4/29/2008	4/29/2008
RM	427933	75695186	\$ (15,538.25)	\$ (21.00)	4/29/2008	4/29/2008
RM	428830	25685901	\$ (12,688.50)	\$ (51.50)	5/7/2008	5/7/2008
RM	428848	4646759	\$ (17,207.50)	\$ (49.00)	5/7/2008	5/7/2008
RM	430171	25686572	\$ (5,974.00)	\$ (680.00)	5/20/2008	5/20/2008
RM	430186	35541089	\$ (3,587.00)	\$ (14.00)	5/20/2008	5/20/2008
RM	430480	4647058	\$ (16,468.50)	\$ (35.00)	5/22/2008	5/22/2008
RM	430593	25687074	\$ (4,797.75)	\$ (105.00)	5/27/2008	5/27/2008
RM	431167	25687268	\$ (20,187.00)	\$ (23.50)	5/29/2008	5/29/2008
RM	431168	35541232	\$ (3,906.00)	\$ (63.00)	5/29/2008	5/29/2008
RM	432742	25687580	\$ (9,157.00)	\$ (42.00)	6/12/2008	6/12/2008
RM	432743	34511483	\$ (4,218.75)	\$ (28.00)	6/12/2008	6/12/2008
RM	433677	35541813	\$ (4,976.75)	\$ (70.00)	6/19/2008	6/19/2008
RM	434548	56400181	\$ (7,505.75)	\$ (70.00)	6/26/2008	6/26/2008
RM	434549	25688816	\$ (7,801.50)	\$ (84.00)	6/26/2008	6/26/2008
RM	434723	4647463	\$ (13,042.00)	\$ (70.00)	6/27/2008	6/27/2008
RM	435266	34511890	\$ (6,127.00)	\$ (70.00)	6/30/2008	6/30/2008
RM	437158	25689540	\$ (2,850.75)	\$ (14.00)	7/22/2008	7/22/2008
RM	438031	35542480	\$ (4,726.25)	\$ (154.00)	7/29/2008	7/29/2008
RM	438322	25689835	\$ (5,229.00)	\$ (56.00)	7/30/2008	7/30/2008
RM	440700	RTV150R2-2/25690918/1078	\$ (5,351.25)	\$ (14.00)	8/18/2008	8/18/2008
RM	442671	25691944	\$ (5,687.25)	\$ (21.00)	9/3/2008	9/3/2008
RM	445140	75698590	\$ (2,979.50)	\$ (16.75)	9/25/2008	9/25/2008
RM	445888	75698653	\$ (22,355.00)	\$ (91.00)	9/30/2008	9/30/2008
RM	448155	75699106	\$ (14,697.75)	\$ (217.00)	10/23/2008	10/23/2008
RM	449030	34514044	\$ (6,550.75)	\$ (21.00)	10/29/2008	10/29/2008
RM	450048	4650621	\$ (15,853.00)	\$ (35.00)	11/7/2008	11/7/2008
RM	450076	4651017	\$ (7,503.00)	\$ (7,503.00)	11/7/2008	11/7/2008
RM	450726	4651178	\$ (7,867.25)	\$ (7,867.25)	11/13/2008	11/13/2008
RM	450727	25695341	\$ (3,970.50)	\$ (3,970.50)	11/13/2008	11/13/2008
RM	450837	56402162	\$ (12,513.75)	\$ (12,513.75)	11/18/2008	11/18/2008
RM	451247	75699689	\$ (15,839.25)	\$ (15,839.25)	11/20/2008	11/20/2008
RM	452342	35545028	\$ (4,632.75)	\$ (4,632.75)	12/4/2008	12/4/2008
RM	452344	25695475	\$ (8,743.25)	\$ (8,743.25)	12/4/2008	12/4/2008



MASTER SPREADSHEET

23481 CIRCUIT CITY STATEMENT OF ACCOUNT 1/28/09

Doc Type*	D-Link Reference #	Circuit City Reference #	Gross Amount	Open Amount	D-Link Processed Date	Due Date
RP	31320	AV075965	\$ (151,993.23)	\$ (888.38)	5/20/2008	5/20/2008
RP	31535	AV076331 CB87092	\$ (5,096.00)	\$ (5,096.00)	5/30/2008	5/30/2008
RP	34734	AV083069 CB 95183	\$ (16,401.84)	\$ (16,401.84)	11/12/2008	11/12/2008
RP	34735	AV083225 CB 95443	\$ (16,730.00)	\$ (16,730.00)	11/12/2008	11/12/2008
RP	34736	AV083283 CB 94816	\$ (6,035.00)	\$ (6,035.00)	11/12/2008	11/12/2008
RP	34737	AV083228 CB 95267	\$ (1,905.00)	\$ (1,905.00)	11/12/2008	11/12/2008
RP	34763	AV082925 CB 95358	\$ (14,360.50)	\$ (14,360.50)	11/13/2008	11/13/2008
RP	34764	AV083227 CB 95271	\$ (26,220.00)	\$ (26,220.00)	11/13/2008	11/13/2008
RP	34767	AV082923 CB 94508	\$ (62,118.00)	\$ (62,118.00)	11/13/2008	11/13/2008
RP	35774	VB 96161	\$ (3,225.00)	\$ (3,225.00)	1/12/2009	1/12/2009
RP	35775	VB 96785	\$ (6,589.52)	\$ (6,589.52)	1/12/2009	1/12/2009
RP	35776	VB 96029 CB 96029	\$ (10,942.00)	\$ (10,942.00)	1/12/2009	1/12/2009
RP	35780	CB 96786 CB 96787	\$ (6,348.44)	\$ (6,348.44)	1/12/2009	1/12/2009
RP	35781	CB 96264	\$ (6,407.24)	\$ (6,407.24)	1/12/2009	1/12/2009
RP	35782	CB 96849	\$ (6,299.50)	\$ (6,299.50)	1/12/2009	1/12/2009
RP	35783	CB 95391	\$ (4,651.08)	\$ (4,651.08)	1/12/2009	1/12/2009
RP	35784	CB 95499	\$ (1,780.00)	\$ (1,780.00)	1/12/2009	1/12/2009
RP	35785	CB 95744	\$ (8,580.00)	\$ (8,580.00)	1/12/2009	1/12/2009
RP	35786	CB 96850	\$ (23,075.00)	\$ (23,075.00)	1/12/2009	1/12/2009
RP	35787	AV083644 CB 97285	\$ (1,005.48)	\$ (1,005.48)	1/12/2009	1/12/2009
RP	35818	AV083643 CB 97278	\$ (1,852.35)	\$ (1,852.35)	1/13/2009	1/13/2009
RP	35819	454712 RI	\$ (1,083.45)	\$ (1,083.45)	1/13/2009	1/13/2009
RP	35820	454709 RI	\$ (2,027.10)	\$ (2,027.10)	1/13/2009	1/13/2009
RP	35821	454711 RI	\$ (384.45)	\$ (384.45)	1/13/2009	1/13/2009
RP	35822	454788 RI	\$ (1,223.25)	\$ (1,223.25)	1/13/2009	1/13/2009
RP	35855	454789 RI AV08110 CB 91695	\$ (30,835.00)	\$ (5,769.00)	1/14/2009	1/14/2009
RP	35970	VB 96784	\$ (0.14)	\$ (0.14)	1/20/2009	1/20/2009
RP	35970	VB 96784	\$ (6,601.14)	\$ (6,601.14)	1/20/2009	1/20/2009
RP	36010	AV080110 CB 92473	\$ (25,066.00)	\$ (25,066.00)	1/21/2009	1/21/2009

GRAND TOTAL: \$ 3,471,725.06

LEGEND:		
RI	INVOICE	
R5	DEDUCTION MADE BY CUSTOMER	
RB	CHARGEBACK TO CUSTOMER	
RP	PROMOTIONAL CREDIT	
RM	RETURNED MERCHANDISE	

EXHIBIT B

Evidence of Transfer from Transferor to Transferee

EVIDENCE OF TRANSFER OF CLAIM

TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, D-LINK SYSTEMS, INC. ("Assignor") hereby unconditionally and irrevocably sells, transfers and assigns to CREDIT SUISSE INTERNATIONAL ("Assignee"), all right, title, interest, claims and causes of action in and to, or arising under or in connection with, Assignor's general unsecured claim (as such term is defined in Section 101(5) of the U.S. Bankruptcy Code) against Circuit City Stores, Inc. (the "Debtor"), one of the debtors-in-possession in the chapter 11 reorganization cases entitled *In re: Circuit City Stores, Inc., et al.*, Chapter 11 Case No. 08-35653 (KRH) (*Jointly Administered*), pending in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court"), with a claim number of 7969 (the "Claim"), solely to the extent of an undivided interest in \$2,000,000.00, representing an undivided percentage equal to 57.6082485% (the "Allowance Percentage") of the Claim. Assignor shall retain the balance of the Claim.

Assignor hereby waives any objection to the transfer of the Allowance Percentage of the Claim to Assignee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be prescribed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor transferring to Assignee the Allowance Percentage of the Claim and recognizing the Assignee as the sole owner and holder of the Allowance Percentage of the Claim. Assignor further directs each Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Allowance Percentage of the Claim, and all payments or distributions of money or property in respect of the Allowance Percentage of the Claim, shall be delivered or made to the Assignee.

IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF CLAIM IS
EXECUTED THIS 2nd day of March, 2009.

ASSIGNOR:

D-LINK SYSTEMS, INC.

By: 

Name: Wen Boy
Title: Comptroller

ASSIGNEE:

CREDIT SUISSE INTERNATIONAL

By: _____

Name:
Title:

By: _____

Name:
Title:

EVIDENCE OF TRANSFER OF CLAIM

TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, D-LINK SYSTEMS, INC. ("Assignor") hereby unconditionally and irrevocably sells, transfers and assigns to CREDIT SUISSE INTERNATIONAL ("Assignee"), all right, title, interest, claims and causes of action in and to, or arising under or in connection with, Assignor's general unsecured claim (as such term is defined in Section 101(5) of the U.S. Bankruptcy Code) against Circuit City Stores, Inc. (the "Debtor"), one of the debtors-in-possession in the chapter 11 reorganization cases entitled *In re: Circuit City Stores, Inc., et al.*, Chapter 11 Case No. 08-35653 (KRH) (*Jointly Administered*), pending in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court"), with a claim number of 7969 (the "Claim"), solely to the extent of an undivided interest in \$2,000,000.00, representing an undivided percentage equal to 57.6082485% (the "Allowance Percentage") of the Claim. Assignor shall retain the balance of the Claim.

Assignor hereby waives any objection to the transfer of the Allowance Percentage of the Claim to Assignee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be prescribed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor transferring to Assignee the Allowance Percentage of the Claim and recognizing the Assignee as the sole owner and holder of the Allowance Percentage of the Claim. Assignor further directs each Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Allowance Percentage of the Claim, and all payments or distributions of money or property in respect of the Allowance Percentage of the Claim, shall be delivered or made to the Assignee.

IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF CLAIM IS
EXECUTED THIS 28 day of February, 2009.
Herc

ASSIGNOR:

D-LINK SYSTEMS, INC.

By: _____

Name: Wen Bow
Title: Comptroller

ASSIGNEE:

CREDIT SUISSE INTERNATIONAL

By: _____

Name: Craig Weingard
Title: Authorized Signatory

By: _____

Name: STEVEN J. REIS
Title: Authorized Signatory